

#3

## DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below, next to my name,

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

### **IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT SYSTEM IN A NETWORK ENVIRONMENT**

the specification of which

\_\_\_ is attached hereto.

☒ was filed on December 20, 2000 and assigned Ser. No. 09/742,848.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I do not know and do not believe that the same was ever known or used in the United States of America before my invention thereof, or patented or described in any printed publication in any country before my invention thereof or more than one year prior to this application, that the same was not in public use or on sale in the United States of America more than one year prior to this application, and said invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119, of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

#### Prior Foreign Application(s)

#### Priority Claimed

_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	_____ Yes	_____ No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	_____ Yes	_____ No

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status -- patented, pending, abandoned)
_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status -- patented, pending, abandoned)

I hereby appoint Joseph A. Sawyer, Jr., Reg. No. 30,801; Stephen G. Sullivan, Reg. No. 38,329; Janyce R. Mitchell, Reg. No. 40,095; Michele Liu, Reg. No.: 44,875; Wendell J. Jones, Reg. No. P45,961 and Doretha L. Robinson, Reg. No. 45,048, of **SAWYER LAW GROUP LLP**, located at **2465 E. Bayshore Rd., Suite 406, Palo Alto, California 94303**, telephone (650) 493-4540, as my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Address all telephone calls to **Joseph A. Sawyer, Jr.** at telephone number **(650) 493-4540**, and address all correspondence to:

**SAWYER LAW GROUP LLP**  
**P.O. Box 51418**  
**Palo Alto, California 94303**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of first/joint inventor: **Gregory Gardner**

Residence Address: **1781 B Street**  
**Hayward Alameda California 94541**  
**City County State Zip**

Post Office Address: **SAME**

Country of Citizenship: **United States of America**

5/21/01  
Date

Gregory Gardner  
Signature

**COMBINED DECLARATION/POWER OF ATTORNEY (continued)**

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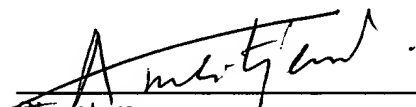
Full Name of **second**/joint inventor: **Amrit Jassal**

Residence Address: **834 English Walnut Way**  
**Morgan Hill Santa Clara California 94306**  
City County State Zip

Post Office Address: **SAME**

Country of Citizenship: **India**

5/22/01  
Date

  
Signature

**COMBINED DECLARATION/POWER OF ATTORNEY (continued)**

---

Full Name of **third**/joint inventor: **Bharti Agrawal**

Residence Address: **4319 Sila Avenue**  
**Palo Alto      Santa Clara      California      94306**  
**City              County              State              Zip**

Post Office Address: **SAME**

Country of Citizenship: **India**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**COMBINED DECLARATION/POWER OF ATTORNEY (continued)**

---

Full Name of **fourth**/joint inventor: **Suresh Narayanaswamy**

Residence Address: **35904 Killorglin**  
**Fremont      Alameda      California      94536**  
**City      County      State      Zip**

Post Office Address: **SAME**

Country of Citizenship: **India**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**COMBINED DECLARATION/POWER OF ATTORNEY (continued)**

---

Full Name of **fifth**/joint inventor: **Trung Dinh**

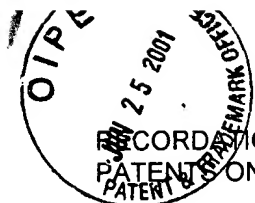
Residence Address: **1820 Catherine Street**  
**San Jose      Santa Clara      California      95050**  
City                      County                      State                      Zip

Post Office Address: **SAME**

Country of Citizenship: **United States of America**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



RECORDATION FORM COVER SHEET  
PATENT ONLY

Attorney Docket: 1980P

US Department of Commerce  
Patent & Trademark Office

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies)

**Gregory Gardner  
Amrit Jassal  
Bharti Agrawal  
Suresh Narayanaswamy  
Trung Dinh**

Additional name(s) of conveying party(ies)  
attached? \_\_\_ Yes ☒ No

2. Name and address of receiving party(ies)

**MARKET FUSION, Inc.**

Street Address: **1403 Parkmoor Avenue**  
City: **San Jose** State: **CA** Zip: **95126**

Additional name(s) & address(es) of receiving  
party(ies) attached? \_\_\_ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

Execution Dates: May 21, 2001  
May 22, 2001  
Unexecuted  
Unexecuted  
Unexecuted

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

**09/742,848** filed **December 20, 2000**

Additional numbers attached? \_\_\_ Yes ☒ No

B. Patent No.(s)

Additional numbers attached? \_\_\_ Yes ☒ No

5. Name and address of party to whom  
correspondence concerning document  
should be mailed:

Name: **Joseph A. Sawyer, Jr.**  
Internal  
Address: **Sawyer Law Group LLP**  
Street  
Address: **P.O. Box 51418**  
**Palo Alto, California 94303**

6. Total Number of applications and patents  
involved: **One**

7. Total fee (37 CFR 3.41).....\$ **40.00**

\_\_\_ Enclosed

☒ Authorized to be charged to Deposit Account

8. Deposit Account No: **02-2120** (Sawyer Law Group LLP)  
(Attach copy of this page)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

6/21/2001  
Date

Michele L.  
Michele Liu, Reg. No. 44,875

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Gregory Gardner; Amrit Jassal; Bharti Agrawal; Suresh Narayanaswamy; and Trung Dinh, do hereby sell, assign, and transfer unto **MarketFusion, Inc.**, a corporation having a principal place of business at 1403 Parkmoor Avenue, San Jose, California 95126 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

☐ which has been executed by the undersigned concurrently herewith,

☒ which was filed on December 20, 2000, and assigned Ser. No. 09/742,848

and is entitled:

### **IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT SYSTEM IN A NETWORK ENVIRONMENT**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: Gregory Gardner  
Gregory Gardner

Date: 5/21/01



## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Gregory Gardner; Amrit Jassal; Bharti Agrawal; Suresh Narayanaswamy; and Trung Dinh, do hereby sell, assign, and transfer unto **MarketFusion, Inc.**, a corporation having a principal place of business at 1403 Parkmoor Avenue, San Jose, California 95126 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

[ ] which has been executed by the undersigned concurrently herewith,

[X] which was filed on December 20, 2000, and assigned Ser. No. 09/742,848

and is entitled:

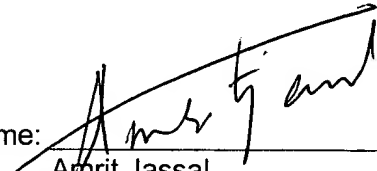
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Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name:   
Amrit Jassal

Date: 5/22/01

## **ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Gregory Gardner; Amrit Jassal; Bharti Agrawal; Suresh Narayanaswamy; and Trung Dinh, do hereby sell, assign, and transfer unto **MarketFusion, Inc.**, a corporation having a principal place of business at 1403 Parkmoor Avenue, San Jose, California 95126 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

☐ which has been executed by the undersigned concurrently herewith,

☒ which was filed on December 20, 2000, and assigned Ser. No. 09/742,848

and is entitled:

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Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: \_\_\_\_\_

Bharti Agrawal

Date: \_\_\_\_\_

## **ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Gregory Gardner; Amrit Jassal; Bharti Agrawal; Suresh Narayanaswamy; and Trung Dinh, do hereby sell, assign, and transfer unto **MarketFusion, Inc.**, a corporation having a principal place of business at 1403 Parkmoor Avenue, San Jose, California 95126 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

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Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: \_\_\_\_\_  
Suresh Narayanaswamy

Date: \_\_\_\_\_

## **ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Gregory Gardner; Amrit Jassal; Bharti Agrawal; Suresh Narayanaswamy; and Trung Dinh, do hereby sell, assign, and transfer unto **MarketFusion, Inc.**, a corporation having a principal place of business at 1403 Parkmoor Avenue, San Jose, California 95126 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

[ ] which has been executed by the undersigned concurrently herewith,

[X] which was filed on December 20, 2000, and assigned Ser. No. 09/742,848

and is entitled:

### **IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT SYSTEM IN A NETWORK ENVIRONMENT**

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Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: \_\_\_\_\_  
Trung Dinh

Date: \_\_\_\_\_



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

Date: June 21, 2001

Gardner

Serial No.: 09/742,848

Group Art Unit: 2166

Filed: December 20, 2000

Examiner: Unassigned

For: IMPLEMENTATION OF A SUPPLY-BASED MANAGEMENT  
SYSTEM IN A NETWORK ENVIRONMENT

Honorable Commissioner of Patents and Trademarks  
Washington, D.C. 20231

**DECLARATION UNDER 37 C.F.R. 1.47**  
**PROOF OF INVENTOR REFUSAL TO SIGN**

Sir:

1. Bharti Agrawal, Suresh Narayanaswamy, and Trung Dinh are joint inventors of the present application, along with Gregory Gardner and Amrit Jassal.
2. On information and belief, on or around May 19, 2000, Trung Dinh was terminated from his employment with marketFusion, Inc., the assignee of the present application.
3. On or about December 19, 2000, I was informed by F. Esther Fan, Vice President of Legal Affairs for marketFusion, Inc., that Mr. Trung Dinh left marketFusion, Inc. disgruntled and may not cooperate in executing the formal papers for the present application.
4. On December 19, 2000, I obtained from Ms. Fan the last known residence address for Trunh Dinh as 1820 Catherine Street, Santa Clara, CA 95050.

5. On December 20, 2000, the present application was filed with unexecuted formal papers.
6. On or about January 25, 2001, I telephoned Mr. Trung Dinh at his last known phone number (408) 241-5965 and spoke with his wife. She confirmed that the Catherine Street address is current. I informed Mrs. Dinh that the formal papers will be sent to her husband by Federal Express.
7. On information and belief, on January 25, 2001, the unexecuted formal papers for the present application was sent to Mr. Trung Dinh by Federal Express package with tracking number 824512042481. A cover letter accompanied the Federal Express package requesting that Mr. Trung Dinh sign and date the formal papers and return the executed documents to our office as soon as possible. A self-addressed Federal Express envelope was enclosed. Attached as Exhibit A is a copy of the cover letter, the unexecuted formal papers, and the Federal Express Airbill.
8. On information and belief, the Federal Express package with tracking number 824512042481 was delivered to Mr. Trung Dinh on January 26, 2001, with no signature required. Attached as Exhibit B is a copy of the Federal Express tracking record for the Federal Express package with tracking number 824512042481.
9. On information and belief, on or around February 20, 2001, Suresh Narayanaswamy voluntarily terminated his employment with marketFusion, Inc., the assignee of the present application.
10. On information and belief, on or around April 2, 2001, Bharti Agrawal was laid-off from his employment with marketFusion, Inc., the assignee of the present application.

11. On information and belief, on May 3, 2001, my office received a Notice to File Missing Parts of Nonprovisional Application, dated April 27, 2001, for the present application.
12. On May 10, 2001, I received from Ms. Fan the last known address for Mr. Bharti Agrawal as 4319 Sila Ave, Palo Alto, CA 94306 and a last known telephone number of (650) 948-8117.
13. On May 10, 2001, I received from Ms. Fan the last known address for Mr. Suresh Narayanaswamy as 35904 Killorglin, Fremont, CA 94536 and a last known phone number of (408) 244-8762.
14. On or about May 10, 2001, I was informed by Ms. Fan that Mr. Agrawal and Mr. Narayanaswamy left marketFusion, Inc. disgruntled and may not cooperate in executing the formal papers for the present application.
15. On information and belief, on May 15, 2001, another set of the unexecuted formal papers for the present application was sent to Mr. Trung Dinh by Federal Express package with tracking number 827267003014. A cover letter accompanied the Federal Express package requesting that Mr. Trung Dinh sign and date the formal papers and return the executed documents to our office as soon as possible. An addressed pre-paid return envelope was enclosed. Attached as Exhibit C is a copy of the cover letter, the unexecuted formal papers, and the Federal Express Airbill.
16. On information and belief, the Federal Express package with tracking number 827267003014 was delivered to Mr. Trung Dinh on May 16, 2001. Attached as Exhibit D is a copy of the Federal Express tracking record for the Federal Express package with tracking number 827267003014.

17. On information and belief, on May 15, 2001, the unexecuted formal papers for the present application was sent to Mr. Bharti Agrawal by Federal Express package with tracking number 827267003036. A cover letter accompanied the Federal Express package requesting that Mr. Bharti Agrawal sign and date the formal papers and return the executed documents to our office as soon as possible. An addressed pre-paid return envelope was enclosed. Attached as Exhibit E is a copy of the cover letter, the unexecuted formal papers, and the Federal Express Airbill.

18. On information and belief, the Federal Express package with tracking number 827267003036 was delivered to Mr. Bharti Agrawal on May 16, 2001. Attached as Exhibit F is a copy of the Federal Express tracking record for the Federal Express package with tracking number 827267003036.

19. On information and belief, on May 15, 2001, the unexecuted formal papers for the present application was sent to Mr. Suresh Narayanaswamy by Federal Express package with tracking number 827267003025. A cover letter accompanied the Federal Express package requesting that Mr. Suresh Narayanaswamy sign and date the formal papers and return the executed documents to our office as soon as possible. An addressed pre-paid return envelope was enclosed. Attached as Exhibit G is a copy of the cover letter, the unexecuted formal papers, and the Federal Express Airbill.

20. On information and belief, the Federal Express package with tracking number 827267003025 was delivered to Mr. Suresh Narayanaswamy on May 16, 2001. Attached as Exhibit <sup>H</sup>G is a copy of the Federal Express tracking record for the Federal Express package with tracking number 827267003025.



21. On June 12, 2001, I attempted to telephone Mr. Bharti Agrawal at (650) 948-8117. I left a message on an answering machine requesting that Mr. Agrawal return my call concerning the formal papers.

22. On June 12, 2001, I attempted to telephone Mr. Narayanaswamy at (408) 244-8762. It was a bad number.

23. As of June 14, 2001, I have not received a telephone call from Mr. Agrawal.

24. As of June 14, 2001, I have not received executed formal papers from Trung Dinh, Bharti Agrawal, or Suresh Narayanaswamy.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

6/21/2001  
Date

Michele L  
Michele Liu  
Sawyer Law Group LLP  
Attorney for Applicant(s)  
Reg. No. 44,875  
(650) 493-4540